



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute One-Year Extension of Contract with TruGreen Landcare, of Rancho Cordova, for Maintenance of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2012/13 (\$24,949.60)

MEETING DATE: June 20, 2012

PREPARED BY: Public Works Director

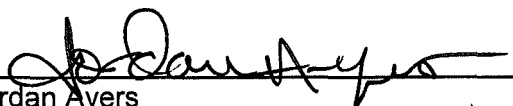
RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute one-year extension of contract with TruGreen Landcare, of Rancho Cordova, for maintenance of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2012/13 in the amount of \$24,949.60.

BACKGROUND INFORMATION: This project provides for the contract landscape maintenance of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1. This contract will cover Zones 1, 2, 4, 5, 6, 8, 11, 13 and 15. The remaining zones do not have landscape maintained through this contract.

City Council awarded the contract for the maintenance of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2011/12 to TruGreen Landcare on April 20, 2011. Project specifications contain a provision to extend the contract, and TruGreen Landcare has agreed to continue to provide the same level of service at no increase in cost to the City. Due to the high quality of service provided by TruGreen Landcare, staff recommends extending the contract for the upcoming fiscal year.

FISCAL IMPACT: Maintenance of existing landscape improvements enhances the City's appearance for its residents and visitors.

FUNDING AVAILABLE: Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 revenue accounts (502501, 503501, 506501, 507501, and 509501).


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer
FWS/KMG/pmf
cc: Deputy Public Works Director - Utilities
Compliance Engineer

APPROVED: 
Konradt Bartlam, City Manager

CONTRACT EXTENSION AGREEMENT

MAINTENANCE OF LODI CONSOLIDATED LANDSCAPE ASSESSMENT DISTRICT 2003-1 2011/12 ANNUAL CONTRACT

THIS CONTRACT EXTENSION AGREEMENT, made and entered this _____ day of June, 2012, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Owner", and TRUGREEN LANDCARE, LLC, hereinafter called "Contractor."

WITNESSETH:

WHEREAS; Contractor and Owner entered into the Contract for the Maintenance of Lodi Consolidated Landscape Assessment District 2003-1, 2011/2012 on June 9, 2011.

2. WHEREAS; both parties desire to extend the contract in accordance with Section 5.000 Item 1.5, Option to Renew, of the Special Provisions.
3. WHEREAS; the contract shall not exceed the contract price of \$24,949.60 for the duration of this extension.
4. TERM AND TERMS: The term of this Contract Extension Agreement shall be for a period of one (1) year, commencing July 1, 2012, and terminating June 30, 2013. All other terms and conditions will remain as set forth as reflected in the Contract for the Maintenance of Lodi Consolidated Landscape Assessment District 2003-1, 2011/2012, attached hereto as Exhibit A and made a part hereof as though fully set forth herein.
5. INSURANCE: Contractor shall provide insurance as set forth in the attached Exhibit B, Insurance Requirements for Contractor.

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract Extension Agreement on _____, 2012.

CITY OF LODI, a municipal corporation
hereinabove called "Owner"

TRUGREEN LANDCARE, LLC.
hereinabove called "Contractor"


KONRADT BARTLAM
City Manager

KEVIN ARNETT
Branch Manager

Attest:

RANDI JOHL, City Clerk

Approved as to Form:



D. STEPHEN SCHWABAUER, City Attorney

**MAINTENANCE OF LODI CONSOLIDATED LANDSCAPE
ASSESSMENT DISTRICT 2003-1, 2011-12 2012**

CONTRACT

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "**City**" and TRUGREEN LANDCARE, **LLC**, herein referred to as "**Contractor**".

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents, which are filed in the Public Works Department, and which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
Special Provisions
Bid Proposal

Contract
Vicinity Maps
Water Conservation Ordinance

The July 1992 Edition Standard
Specifications, State of California
Business and Transportation Agency,
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to maintain in a good workmanlike and substantial manner to the satisfaction of the City the proposed maintenance of landscaped areas.

ARTICLE II The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prima contractor.

ARTICLE III And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work: also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer under them, to-wit:

ARTICLE IV By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract,

MAINTENANCE OF ASSESSMENT DISTRICT LANDSCAPE AREAS BASED ON WEEKLY SERVICE			BID PRICE - INDIVIDUAL ITEM PER WEEK					
ITEM	SITE	DESCRIPTION & LOCATION	Square Feet	PRUNING AS NEEDED	WEED CONTROL	LITTER PICKUP	IRRIGATION MAINTENANCE	WEEKLY TOTAL PER SITE
1	R2020	NW Stockton St and Almond Dr	16,470	42.00	6.95	8.00	8.00	64.95
2	R2022	N side of Almond Dr E/O Stockton St	4,950	3.75	4.75	4.00	4.00	16.50
3	R2014	Traffic Circle - Cherrywood	1,256	3.75	3.75	4.00	4.00	15.50
4	T1591	N side of Harney Ln - Poppy Dr to west end	14,850	15.00	4.75	4.00	4.00	27.75
5	T1594	N side of Harney Ln - Poppy Dr to east end	9,787	20.75	6.75	8.00	8.00	43.50
6	T1298	N side of Harney Ln - Legacy Wy to west end	12,825	26.00	6.95	8.00	8.00	48.95
7	T1349	West side of Mills Av – Harney Ln to Wyndam Wy	7,965	7.50	6.95	4.00	4.00	22.45
8	T2182	Harney Ln – Panzani Wy to Porta Rosa Wy	1,020	2.00	3.30	2.00	2.00	9.30
9	T2194	Harney Ln – Panzani Wy to Cherokee Ln	14,981	7.50	6.95	4.00	4.00	22.45

MAINTENANCE OF ASSESSMENT DISTRICT LANDSCAPE AREAS BASED ON WEEKLY SERVICE				BID PRICE - INDIVIDUAL ITEM PER WEEK				
ITEM	SITE	DESCRIPTION & LOCATION	Square Feet	PRUNING AS NEEDED	WEED CONTROL	LITTER PICKUP	IRRIGATION MAINTENANCE	WEEKLY TOTAL PER SITE
10	T2176	West side of Cherokee Ln - Harney Ln to north end	20,650	15.00	6.95	4.00	4.00	29.95
11	T2153	Villas common drives - Via Marco Ln	2,880	NA	3.75	0.40	NA	4.15
12	T2157	Villas common drives - Corfino Ln	2,880	NA	3.75	0.40	NA	4.15
13	T2164	Villas common drives - Massarosa Ln east	2,880	NA	3.75	0.40	NA	4.15
14	T2163	Villas common drives - Massarosa Ln west	2,880	NA	3.75	0.40	NA	4.15
14	T2163							
15	T2173	Villas common drives - San Pietro Ln	2,880	NA	3.75	0.40	NA	4.15
15	T2173							
16	T2175	Villas common drives - Felino Ln	2,880	NA	3.75	0.40	NA	4.15
17	T2166	Villas common drives - Palazzo Ln	2,880	NA	3.75	0.40	NA	4.15
18	T2183	Villas common drives - Vallini Ln	2,880	NA	3.75	0.40	NA	4.15
19	T2184	Villas common drives - Marano Ln	2,880	NA	3.75	0.40	NA	4.15
20	T2185	Villas common drives - Mercato Ln	2,880	NA	3.75	0.40	NA	4.15
21	T1300	Walkway - Katnich to Wyndham	5625	2.00	13.00	4.00	4.00	23.00
22	T1200	Lower Sacramento Rd - Vintage Oaks to north end	1,701	3.75	3.75	4.00	4.00	15.50

MAINTENANCE OF ASSESSMENT DISTRICT LANDSCAPE AREAS BASED ON WEEKLY SERVICE				BID PRICE - INDIVIDUAL ITEM PER WEEK				
ITEM	SITE	DESCRIPTION & LOCATION	Square Feet	PRUNING AS NEEDED	WEED CONTROL	LITTER PICKUP	IRRIGATION MAINTENANCE	WEEKLY TOTAL PER SITE
23	T1210	Lower Sacramento Road –Vintage Oaks to south end	1,701	3.75	3.75	4.00	4.00	15.50
24	T1109	Lower Sacramento Road – Center median east half fronting subdivision	2,394	3.75	3.75	4.00	4.00	15.50
25	T1396	Harney Lane –E/O Legacy Wy to east end	9,112	15.00	3.75	2.00	2.00	22.75
26	J2595	N/side Victor Rd. E/O Guild	16,000	22.50	6.25	8.00	8.00	44.75
				PRUNING AS NEEDED	WEED CONTROL	LITTER PICKUP	IRRIGATION MAINTENANCE	
		Weekly Totals		194.00	130.00	80.00	76.00	479.80
		ANNUALIZED COST BASED ON ONE VISIT PER WEEK (52 Weeks)						GRAND TOTAL \$24,949.60

RF=REVERSE FRONTAGE

ARTICLE V It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR **AGREES** THAT THE PERIOD FOR THIS CONTRACT IS JULY 1, 2011 THROUGH JUNE 30, 2012, **AND** THE CONTRACTOR AGREES TO SUBMIT MONTHLY BILLINGS NO LATER THAN THE 10TH OF EACH MONTH.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the day and year first written.

TruGreen LandCare
CONTRACTOR

Dated: 4-25-2011, 2011

Kim A.
Authorized Signature

Branch Manager
Title

landscape
TYPE OF ORGANIZATION

Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

Address

()

Telephone

CITY OF LODI
a Municipal corporation

[Signature]
Konradt Bartlam
City Manager

6-8-

Date

Attest:
[Signature]
Randi Johi
City Clerk

6/9/11

Date

Approved as to Form:

[Signature]
D. Stephen Schwabauer
City Attorney

June 8, 2011

Date



5-413 Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$2,000,000 Ea. Occurrence | \$1,000,000 Bodily Injury - Ea. Person |
| \$2,000,000 Aggregate | \$1,000,000 Bodily Injury - Ea. Occurrence |
| | \$1,000,000 Property Damage - Ea. Occurrence |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

5-414 Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

NOTE: Certificate Holder Address: City of Lodi
221 West Pine Street
Lodi CA 95240

RESOLUTION NO. 2012-97

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE
ONE-YEAR EXTENSION OF CONTRACT FOR
MAINTENANCE OF LODI CONSOLIDATED
LANDSCAPE MAINTENANCE ASSESSMENT
DISTRICT NO. 2003-1

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WHEREAS, on April 20, 2011, City Council awarded the contract for the maintenance of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2011/12 to TruGreen LandCare, of Rancho Cordova, California; and

WHEREAS, the specifications included an option to renew the contract, and TruGreen LandCare has offered to extend the existing contract prices through 2013 with no cost increase; and

WHEREAS, staff recommends executing a one-year extension of the contract with TruGreen Landcare.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the one-year extension of the contract with TruGreen Landcare, of Rancho Cordova, California, for the maintenance of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2011/12 in the amount of \$24,949.60; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the contract extension.

Dated: June 20, 2012

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I hereby certify that Resolution No. 2012-97 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and
Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Nakanishi

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk